

**TOWN OF BEDFORD, MASSACHUSETTS
REQUEST FOR PROPOSALS**

**FOR CONSULTING SERVICES
TO DESIGN A
PEDESTRIAN AND BICYCLE MASTER PLAN**

June 5, 2014

REQUEST FOR PROPOSALS/QUALIFICATIONS FOR BEDFORD PEDESTRIAN AND BICYCLE MASTER PLAN

Summary Description of Project

The Town of Bedford, Massachusetts, Bedford Town Hall, Ten Mudge Way, Bedford, MA 01730, hereby solicits proposals from qualified individuals/firms from architects and/or engineers to prepare a pedestrian and bicycle master plan for the Town of Bedford. This procurement is exempt from the terms of the Commonwealth of Massachusetts Uniform Procurement Act (M.G.L. c. 30B), and hence, will not be subject to its terms.

The Bedford, Massachusetts Healthy Bedford Task Force and Bicycle Advisory Committee, with other departments and committees, has initiated a Pedestrian and Bicycle Master Plan project to improve walking and riding capacity and connectivity throughout the town. A Pedestrian and Bicycle Master Plan will help the Town identify and prioritize capital investments to improve and expand the pedestrian and bicycle network in Bedford. These investments will build upon the existing sidewalk, trail and bicycle route network and give residents of all ages more transportation options for local and area trips.

The Consultant/Successful Proposer shall produce a Final Plan Report that designates priority improvement projects; these endeavors over time will significantly improve and expand Bedford's network of non-automobile travel modes and increase connectivity within it. The Final Plan Report shall explain the opportunities and constraints that are involved in each undertaking, identifying the physical, spatial, financial and practical factors that define each project. The Plan Report shall integrate all necessary elements of the mapping, graphic illustrations, statistics, photographs and diagrams that emanated from the public process and outreach underlying the project. The document shall explain the strategic transportation importance of each corridor and node identified and shall present sufficient technical detail to make each recommended project clear. It shall be a blueprint for Bedford moving toward an alternate transportation infrastructure that ultimately will reduce auto trips around town and enhance the wellness of its users.

General Background Information

The Town of Bedford is approximately 13.7 square miles in land area (13.9 square miles, inclusive of water) and has a population of approximately 14,100 people. There are 31 miles of existing sidewalk and bikeways, an extensive off-road trail system and three rail trails: Minuteman Bikeway, Bedford Narrow Gauge Rail Trail, and Reformatory Branch Trail which converge at Depot Park, south of Town Center, making Bedford a bicycling hub. Nearby are the Bruce Freeman Rail Trail and the Minuteman National Park walking and bicycling trail system. Neighboring towns are: Billerica, Carlisle, Concord, Lincoln, Lexington, and Burlington.

Bedford has great potential to be a pedestrian and bicycle friendly community. In addition to the growing network of sidewalks and the three rail trails, with connections to schools and three (3) of five (5) neighboring towns, almost all residents live within three (3) miles of Bedford town center.

The Healthy Bedford initiative has strongly promoted the building of more sidewalks, and that program (and other stakeholders such as the Trails Committee) has also pursued the construction of off-road walking trails for travel, health and recreation purposes. A National Household Travel Survey indicates half of all trips in America can be completed within a twenty (20) minute bike ride, yet the vast majority of these short trips are taken by automobile. Towns where bicycling is a priority and made accessible to the average cyclist, have seen an 80 percent increase in bike use in the last ten (10) years compared to just 32 percent in towns without a “bicycle friendly” rating. The Town has long-time active bicycle committees, a bicycle shop, an award winning Safe Routes to School program, has been a Pan Mass Challenge participant for ten (10) consecutive years, along with helmet donation and fitting programs, and adult bicycle clubs and activities.

The biggest challenge in creating a connected non-automotive travel infrastructure lies in the formidable imprint left by the town’s major highways and arterial and major collector roads, including Route 3, Routes 4/225 (The Great Road), Route 62 and others. This Plan is a critical step in identifying a way forward toward the town’s goal.

SECTION ONE: PROJECT BASICS

The project shall be carried out primarily with the services of a professional consulting firm or team, with technical and coordinating support from Department of Public Works’ Engineering, the Healthy Bedford Task Force, the Bicycle Advisory Committee and the Planning Department and Board. A Consultant/Successful Proposer is sought to develop and prepare a town-wide Pedestrian and Bicycle Master Plan to guide efforts going forward related to non-automotive connectivity and on and off-road pedestrian and bicycle travel opportunities and options.

Plan completion and adoption are targeted to occur by the end of April, 2015.

For all information regarding this procurement, please contact:

Jessica Porter
Assistant Town Manager
Town of Bedford
10 Mudge Way
Bedford, MA 01730
781-275-1111
jporter@bedfordma.gov

The Consultant/Successful Proposer shall work as an independent contractor in executing this assignment, rather than as an employee of the Town of Bedford. The Consultant/Successful Proposer shall not be entitled to any benefit or incident of employment with the Town of Bedford.

SECTION TWO: SCOPE OF WORK

Division of Labor Between Town Staff & Consultant

The assignment is primarily a project undertaken by the Consultant/Successful Proposer, supplemented by in house staff and volunteer efforts. The Pedestrian and Bicycle Master Plan shall be built on public input and on-the-ground analysis. The Consultant/Successful Proposer, with support and guidance from The Bedford Department of Public Works, Planning Department, Healthy Bedford Task Force and Bicycle Advisory Committee, shall be responsible for producing or successfully executing the following aspects of the project:

TASK 1: Project Coordination, Management and Scheduling

The Consultant/Successful Proposer shall assist the Town's Department of Public Works, Healthy Bedford Task Force, Bicycle Advisory Committee and other stakeholders with the coordination and scheduling of the overall project, logistics, and planning of Task Force and other meetings. The Consultant/Successful Proposer shall provide a Project Management Plan that establishes a critical path schedule for successful completion of all tasks. It will identify delivery dates for submissions and establish tentative dates for Task Force and other meetings.

DELIVERABLE: The Project Management memorandum shall be submitted to the Healthy Bedford Task Force and Public Works Department for review and approval. Further details are provided below:

TASK 2: Steering Committee Meetings & Public Outreach

- A. The Consultant/Successful Proposer shall facilitate a project kick-off meeting at the start of the project to coordinate and direct project goals, discuss key issues and vision, desired outcomes and to identify project scope and schedule.
- B. Two (2) subsequent meetings with the Steering Committee shall be held to review findings and recommendations. The Consultant/Successful Proposer shall supply meeting materials such as agendas, PowerPoint presentations, handouts and displays.
- C. The Consultant/Successful Proposer shall facilitate the public open house mentioned in Task 4A below.
- D. Public Presentation: The Consultant/Successful Proposer shall develop a PowerPoint presentation summarizing the Bicycle Plan and the Pedestrian Plan and shall also develop supporting handouts for a joint presentation to the Bicycle and Transportation Advisory Committees and to the Town Selectmen.

TASK 3: Reconnaissance, Data Collection & Analysis

This task shall involve gathering data and information related to pedestrian and bicycle safety and access, facilities planning, and community health in the Town of Bedford. This background information shall be utilized throughout the planning process.

A. Data Collection, Analysis & Required Formats

The Consultant/Successful Proposer shall collect existing information, statistics and graphic resources relevant to the assignment and will produce a set of deliverables appropriate to the task, including spreadsheets and graphs, statistical narratives, illustrative diagrams, and geographic information systems (GIS) maps . In order to minimize the Consultant's/Successful Proposer's level of effort, maximum use shall be made of existing sources such as the newly adopted Bedford Comprehensive Plan and its Appendices; the Bedford GIS mapping layers; the Mass Department of Transportation (MA DOT) Safe Routes to School (SRTS) assessments; the MA GIS system; the bicycle master plan GIS database, and other available sources. Items covered shall include, but not be limited to, the following:

<u>Likely Mapped Elements:</u>	<u>Likely Data Sets:</u>
<ul style="list-style-type: none">• Pedestrian & bicycle/vehicular accident locations	<ul style="list-style-type: none">• Pedestrian/vehicular accident data
<ul style="list-style-type: none">• Existing sidewalks (from Town's sidewalk inventory)	<ul style="list-style-type: none">• Minuteman Bikeway ridership
<ul style="list-style-type: none">• Existing bicycle trails and routes (from Town's trail inventory)	<ul style="list-style-type: none">• Basic Town-wide demographic data including population, age, income)
<ul style="list-style-type: none">• Locations of existing and proposed trails and greenways	<ul style="list-style-type: none">• Household vehicle ownership rates
<ul style="list-style-type: none">• General roadway classifications	<ul style="list-style-type: none">• Community health data (as available)
<ul style="list-style-type: none">• Locations of transit routes, stops and connecting points	<ul style="list-style-type: none">• Necessary real estate data & ownership on specific properties
<ul style="list-style-type: none">• Key destination points, including schools	
<ul style="list-style-type: none">• Population density by zoning district	
<ul style="list-style-type: none">• Proposed pedestrian facilities identified in other documents	

Possible graphic diagrams and sketches might include selected roadway layouts, key sidewalk/trail connection points, and similar items where greater detail is shown.

B. Review of Relevant Documents

The Consultant/Successful Proposer shall review the 2014 Comprehensive Plan, the 2011 Great Road Master Plan, the Annual Capital Improvement Plan, Safe Routes to School assessment reports and other school transportation data, and any other relevant documents and online sites in regard to matters of relevance to this Pedestrian and Bicycle Master Plan. Additional sources related to bicycle travel:

Minuteman Extension Design; Tri-town (2013-14 Toole Report) recommendations for Minuteman Bikeway; Bedford Bicycle and Trails Easement List and Map identifying desirable future links in the town trails network; League of American Bicyclists “Bicycle Friendly Community” Application and Evaluation.

C. Technical Memorandum: Data, mapping and Key Information

DELIVERABLE: The Consultant/Successful Proposer shall synthesize the findings from the above tasks into a technical memorandum that highlights relevant elements of other municipal plans and documents, summarizes key conclusions from the data and identifies opportunities and constraints to be drawn from this analysis. The League of American Bicyclists “5 E’s” shall be used to assist with categorizing and identifying the bicycle portions of this analysis.

TASK 4: Public Involvement and Online Community Outreach

A. Public Meeting

The Consultant/Successful Proposer shall host a public open house and solicit comments through an on-line mapping tool to gather community needs and desires and build support for this project among residents and stakeholder groups in Bedford. This shall include an open meeting that will provide an opportunity for citizens to voice their opinions about pedestrian conditions in Bedford.

The Consultant/Successful Proposer shall prepare and deliver a brief presentation during the open house to provide an overview of the project. Healthy Bedford will be responsible for securing a venue and promoting the event. The Consultant/Successful Proposer shall provide necessary written and graphic support materials.

B. Online Interactive Map

DELIVERABLE: The Consultant/Successful Proposer shall develop an online interactive mapping tool for gathering input on pedestrian and bicycling conditions. This tool shall collect resident and visitor perceptions regarding pedestrian and bicycle destinations, obstacles, and opportunities. The interactive map shall allow people to provide detailed information about specific issues such as desired walking and bicycling routes, challenging intersections or road segments, important destinations and other concerns from the comfort of their own home (or workplace). This mapping tool will be advertised by Town staff through the Bedford website, newspaper articles, local cable TV (BCAT), email list serves, community health organizations, etc. The results of this task will be imported into GIS for display on a map of the Town, and will be incorporated into the recommendations of the Plan.

TASK 5: Corridors and Nodes: Prioritization

Based on the data collection and analysis, relevant information and recommendations from key documents and studies, and the output from public process and outreach, the Consultant/Successful

Proposer shall develop a preliminary set of priorities for pedestrian and bicycle connectivity improvements throughout the Town, as described below:

A. Identifying Priority Pedestrian and Bicycle Corridors and Nodes

Based on the public input and data collection conducted in previous Tasks , the Consultant/Successful Proposer shall identify up to six (6) corridors and/or nodes in Bedford that are considered to be pedestrian and bicycle “hot spots” – locations where user demand is high, but where current walking and biking conditions are known to be deficient. Examples could be a gap between a trail and a nearby shopping center, a walking route that connects a school to a nearby neighborhood, or an intersection with significant number of accidents. It is anticipated that one (1) or more of these corridors will link to school focus areas. These selected “hot spots” shall be shown on a map of the Town and will be reviewed by Town staff, the Healthy Bedford Task Force and Bicycle Advisory Committee and other interested stakeholders, such as the Transportation Advisory Committee.

B. Field Analysis—Opportunities and Constraints

Once the Town and Task Force have confirmed the corridor and node locations, the Consultant/Successful Proposer shall conduct a detailed “on the ground” feasibility analysis of pedestrian and bicycle conditions in these locations as a “reality check” for the proposed priority locations. This field work shall verify and refine connectivity opportunities as well as physical constraints to project implementation, including but not limited to the following:

- Specific locations where there is a potential opportunity for sidewalk, bicycle trail and/or walking trail connection (or indirect linkage with markings or signage).
- Street rights-of-way where there might be sufficient space for the accommodation of new sidewalks and/or bicycle lanes or features such as cueing and turn boxes or similar bicycle route features.
- Missing sidewalk segments and handicapped ramps.
- Locations needing improved pedestrian crossings
- Impediments in the priority locations created by physical or operational conditions on private or public property, such as shopping center loading bay lanes, heavily used curb cuts, stream crossings, wetlands, infrastructure or stormwater facilities, utility poles, or any such constraint.

It is anticipated that the selected locations and resulting recommendations will correspond with typical conditions in the Town so concepts can be applied in other locations as well.

C. Design Concepts & Evaluation

The Consultant/Successful Proposer shall prepare a scaled sketch drawing of each priority corridor and node project (up to six (6)), making clear the proposed pedestrian or bicycle improvement, physical constraints, property ownership, affected man-made and natural features, and other relevant

features. General cost estimates shall be prepared in each case. Factors influencing difficulty of implementation shall be delineated and informally ranked for each project (such as property ownership issues, cost, physical obstacles, or other practical difficulties).

D. Other Pedestrian and Bicycle Corridors and Nodes

The Consultant/Successful Proposer shall prepare a list of other potential projects that could provide promising and logical pedestrian and bicycle improvements and connections, but which did not emerge from the technical analyses and public process as priority locations. These projects shall be mapped as a separate category and briefly outlined in the narrative.

DELIVERABLE: The Consultant/Successful Proposer shall identify priority pedestrian and bicycle corridors and nodes; conduct a detailed “on the ground” feasibility analysis of pedestrian and bicycle conditions; prepare a scaled sketch drawing of each priority corridor and node project; and prepare a list of other potential projects.

TASK 6: Final Report

The Consultant/Successful Proposer shall prepare a final report that incorporates all previous deliverables generated in above tasks. The report shall include a written plan document, tables of proposed improvements and a map of prioritized recommendations. The format shall be complementary to the Town Comprehensive Plan.

A. Draft and Final Report and Executive Summary

DELIVERABLE: The Consultant/Successful Proposer shall prepare a draft report that summarizes the methodologies, findings and recommendations of the Plan for review by Town staff and Task Force. The Consultant/Successful Proposer shall distribute the draft electronically to the Task Force for review and comment. The Consultant/Successful Proposer shall complete revisions and submit the final draft at least one (1) week prior to the presentations to the Town leadership and stakeholders.

B. Deliver Final Documents

The Consultant/Successful Proposer shall transmit the final report in PDF format and the original (editable) desktop publishing format. In addition, the Consultant will submit all GIS data, maps developed over the course of the project and other project deliverables identified in this scope. The Consultant/Successful Proposer shall supply five (5) printed copies of these documents and one (1) electronic copy to the Town. This shall include:

DELIVERABLE: Report (electronic)

DELIVERABLE: Executive Summary

SECTION THREE: MINIMUM CONSULTANT QUALIFICATIONS, GENERAL

All interested firms or practitioners must demonstrate that they:

Are an established engineering, transportation and/or planning practice that has a Massachusetts office, and that possesses all of the requisite technical skills within the firm or a multi-firm team.

Architectural-engineering (A-E) firms also may be lead consultant, provided that they or their team possess all of the requisite skills and prior experience.

Have a participating principal or project manager who possesses a graduate degree in a relevant field such as civil engineering, transportation engineering or planning, municipal/regional planning or landscape architecture, and who has extensive experience in Massachusetts assignments at the municipal and/or multi-town level. See Section 7 in this document, **REVIEWING PERIOD & BASIS OF AWARD**, for specific quantitative requirements.

Possess an extensive record of achievement in municipal or regional planning and design of pedestrian and bicycle systems, sidewalk networks, on-street bicycle lanes, off-road trail networks and other pertinent engagements, some of which must be in Massachusetts.

Have the availability and capacity to successfully carry out the assignment in timely fashion.

Have the ability to provide successful professional references for multiple assignments, See Sections, 4, 5 and 6 in this RFP for requirements.

Have the ability to provide documentation that they possess or will obtain the required insurance outlined in Section 11, Insurance Requirements.

SECTION FOUR: PROPOSAL RULES

Proposals are exempt from the Commonwealth of Massachusetts "Uniform Procurement Act," Chapter 30B of the Massachusetts General Laws, due to the provisions relative to “architects and engineers and related professionals” in section 1 (b), paragraph 32A.

SECTION FIVE: CONTRACTUAL BASIS, BUDGET & TIMING

This lump sum contract has a fixed amount not to exceed forty thousand dollars and no cents (\$40,000.00) for the portion relative to the pedestrian master plan and a fixed amount not to exceed \$40,000 for the portion relative to the bicycle master plan, including direct costs, and all work is expected to be completed within this contractual amount. Consultant selection will be on the basis of strength of qualifications, as demonstrated by the qualifications proposal submitted, interviews, references, and other means of evaluation.

The Consultant must be under contract with the Town of Bedford no later than July 1, 2014.

The Consultant’s effort will continue in mid-fall, 2014, and community participation will increase in the fall and completion is expected in April, 2015. It is expected that each stage of the plan will be reviewed by The Project Manager in conjunction with the DPW Director, Planning Director, and Healthy Bedford Task Force. It is likely that one element at a time will be produced and reviewed, for maximum efficiency in producing the Plan.

SECTION SIX: SUBMISSION REQUIREMENTS

A sealed qualifications proposal shall be submitted to the Town of Bedford no later than 2:30 P.M. local time on Monday, July 7, 2014. The proposal in all cases shall be submitted in hard copy original plus three copies, together with a CD containing the full document. Alternatively, the electronic copy may be e-mailed to jporter@bedfordma.gov as a pdf attachment.

Each Responder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope.

The clock in the Town Hall shall be considered official. No late Proposals shall be accepted.

No faxed Proposals shall be accepted.

Conditional Proposals will not be accepted.

If the Town Hall is closed due to weather or other emergency, the deadline for receipt of Proposals will be extended to the time posted above on the next business day upon which the Town Hall is open.

Each Proposal shall be submitted in accordance with the Proposal Submission Requirements in order to be considered for award.

Any Proposal submitted shall be binding for thirty (30) days subsequent to the time of the opening of Proposals.

The Town will not reimburse Responders for any costs incurred in preparing Proposals.

Submission of a Proposal shall be conclusive evidence that the Responder has examined this RFP and is familiar with all the conditions of the Contract. Upon finding any omissions or discrepancy in this RFP, each Responder shall notify the Town immediately so that any necessary addenda may be issued. Failure of a Responder to investigate completely the RFP and/or to be thoroughly familiar with this RFP shall in no way relieve any such Responder from any obligation with respect to the Proposal.

By submission of a Proposal, the Responder agrees that if its Proposal is accepted, then it shall enter into a Contract with the Town which incorporates all the requirements of this RFP. By submission of a Proposal, the Responder further indicates acceptance of all terms of this RFP.

Changes, modifications or withdrawal of Proposals shall be submitted in writing to the Procurement Officer prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED PROPOSAL/STUDY." No corrections, modifications, or withdrawal of Responses shall be permitted after Responses have been opened.

After the Proposals have been opened, no Responder may then withdraw its Proposal prior to the execution of the Contract by both parties unless an award is not made within thirty (30) days from the opening of the sealed Proposals, (Saturdays, Sundays, and legal Holidays excluded). All Proposals shall

be properly signed. Unless a different period is prescribed by law, the Contract will be awarded within thirty (30) days of the opening of Proposals as described above.

By submitting a Proposal, a Responder indicates acceptance of all terms and conditions of this RFQ.

The proposal shall contain the following information:

- Letter of Transmittal
- Overview of firm
- Personnel--biographies (short form) of key personnel, designation of specific project roles, and full resumes of the same personnel
- Comments and observations—a detailed scope of services is not required, but comments and observations should be provided in a brief narrative, in regard to carrying out the detailed work program (the latter document provided by the town). This narrative shall outline the particular ways in which the firm might approach the assignment, interact with staff, draft the chapters, handle the review of each plan element, or other aspects of the project. Ideas for efficiently facilitating the assignment shall be considered a positive factor in proposal evaluation.
- Qualifications--detailed descriptions of the most relevant projects in regard to sidewalk master plans, off-road trail systems, bicycle trail and/or street route planning, complete streets plans, or other relevant engagements. Descriptions must be sufficiently detailed to make clear the extent of public participation, the technical data and studies produced by the Consultant in support of the assignment, the time duration of the project, total project consulting costs whenever possible/applicable, and any features of the project that make it stand out as an example of noteworthy work.
- References--from sources for the five (5) most relevant projects, including full contact information.
- Any required insurance documentation; see Section 11 in this proposal.
- Price proposal information which includes a separate breakdown of costs for the pedestrian master plan component and the bicycle master plan component.
- Consultant, if selected, will execute the Contract as outlined in Attachment A
- The above submission requirements will be part of the Agreement between the parties. If a Consultant cannot comply with the above, or any attached specifications, or meet any other minimum requirements, the Consultant's proposal will be rejected and classified as incomplete and non-conforming.
- A description of past performance in both public and private contracts held by the Responder. .
- A statement of any legal proceedings pending or concluded within the past five (5) years relating to performance of this type of service.
- A statement of financial stability of the Responder. Each Responder shall provide the last two (2) year-end Financial Statements with supplemental schedules or last two (2) year's Balance Sheets
- A description of the Responder's approach. Each Responder shall describe its approach to providing the level and nature of services required, as evidenced by proposed project staffing for the Project
- A summary of key personnel. Each Responder shall also provide an organizational chart that shows the interrelationship of key personnel to be provided by the Responder for this Project and that identifies the individuals and associated firms/sub-consultants (if any) who shall fill the key roles

identified by the Responder, including, but not limited to, roles in design review/value engineering, estimating, records maintenance, sub-contracting, prequalification, bidding, and cost and schedule control. Specifically, each Responder shall describe the time commitment, experience and references for these key personnel, including relevant experience in the supervision of comparable public construction projects.

- Name of lead consultant, address, name of contact person (including phone and fax numbers and email address)
- Proposed project timeline.
- The following certifications:
 - A fully executed Certificate of Non-Collusion. (Appendix 1)
 - A fully executed Certificate of Tax Compliance. (M.G.L. c. 62C, §49A) (Appendix 2)
 - A fully executed Conflict of Interest Certification. (M.G.L. c. 268A) (Appendix 3)
 - A fully executed Certificate of Corporate Proposer, if applicable. (Appendix 4)
 - A fully executed Certificate of Compliance with M.G.L. c.151B (Appendix 5)
 - A fully executed Certificate of Compliance with applicable EEO/AA/SDO provisions (Appendix 6)
 - A fully executed Certificate of Non-Debarment. (Appendix 7)

SECTION SEVEN: REVIEWING PERIOD & BASIS OF AWARD

It is the intent of the Town of Bedford to reach a Consultant selection decision no later than July 18, 2014.

The Department of Public Works Director, Planning Director, Healthy Bedford Task Force, Bicycle Advisory Committee and other authorized Town officials will initially screen the proposals for meeting minimum qualifications and recommend a field of candidates. The general course of action will then be as follows: after taking into consideration the relative merits of each proposal, the field may be further reduced by Town officials involved in the procurement, after which an interview process involving staff and Healthy Bedford Task Force members shall be conducted and a Consultant/Successful Proposer recommended to the Town Manager for final approval.

The objective is to identify the proposal judged to be the most the most advantageous by the Town of Bedford. This determination shall be supplemented and informed by the interview process with the Town Manager and staff. In reaching the most advantageous determination, the following evaluative criteria shall be used:

The proposal meeting minimum submission requirements

The candidate firm or team meeting minimum consultant qualifications

The participating principal and/or project manager having sufficiently strong and relevant experience to manage the project expertly and efficiently

The answers to questions posed at interviews being sufficiently responsive, knowledgeable in the field and thorough to demonstrate the ability to successfully execute this assignment

The ability to marshal the firm's or team's resources and personnel in timely fashion.

The Town shall award a contract, if at all, to the responsible and responsive proposer who has submitted the most advantageous proposal, taking into account price and all other qualitative criteria outlined herein.

Nothing in this RFP will compel the Town to award a contract. The Town may cancel this RFP, may waive, to the extent allowed by law, any informalities, and may reject any and all Proposals, if the Town, in its sole discretion, determines said action to be in the best interest of the Town. The Town may reject as non-responsive any Proposal that fails to satisfy any of the Submission Requirements.

The Consultant/Successful Proposer shall, within ten (10) days after presentation thereof by the Town, execute a contract in accordance with the terms of this RFP, in the form of the attached Agreement.

The Consultant/Successful Proposer who enters into a contract with the Town shall be responsible for obtaining, at his/her/its own expense, all appropriate federal, state and local permits, licenses and approvals.

No person or firm debarred under any provision of federal, state, or local law shall be included as a finalist.

The Consultant/Successful Proposer shall provide certification of insurance coverage and shall be required to indemnify and hold the Town harmless according to the indemnification responsibilities noted in the attached Agreement.

The Consultant/Successful Proposer may terminate any such Agreement upon written notice to the Consultant/Successful Proposer if a source of money to fund the Agreement is lost during the Agreement term. In the alternative, the parties may agree in writing to amend any such Agreement to provide for a contract price which represents a reduced appropriation for the Agreement term.

SECTION EIGHT: CONTRACTUAL PERFORMANCE & TERMINATION OF CONTRACT

Following execution of the agreement, neither party shall be liable to the other or deemed to be in breach under the agreement for any failure to perform including, without limitation, a delay in rendering performance due to causes beyond its reasonable control, such as an order, injunction, judgment, or determination of any Court of the United States, or the Commonwealth of Massachusetts, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, or shortages or fluctuation in electric power, heat, light, or air conditioning. Dates or time of performance will be extended

automatically to the extent of such delays provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay. It is agreed, however, that since the performance dates of this contract are important to the implementation of the project, continued failure to perform for periods aggregating sixty (60) or more days even for causes beyond the control of the Consultant/Successful Proposer, shall be deemed to render performance impossible, and the municipality shall have the right to terminate this agreement in accordance with the provisions of the section entitled, "Termination."

If the Consultant/Successful Proposer shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the Consultant/Successful Proposer violates any covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for twenty-one (21) business days after written notice of such failure or violation is received by the Consultant/Successful Proposer, or files a petition in bankruptcy, then the municipality shall thereupon have the right to terminate this agreement by giving written notice to the Consultant/Successful Proposer of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

The Town may also terminate any contract for convenience upon fifteen (15) days' notice to the Consultant/Successful Proposer.

SECTION NINE: ASSIGNMENT OF CONTRACT

The Consultant/Successful Proposer shall not assign or in any way transfer any interest in this agreement without the prior written consent of the Town, provided however, that claims for money due or to become due to the Consultant/Successful Proposer from the municipality hereunder may be assigned to a bank, trust company, or other financial institution without such consent, so long as notice of any such assignment is furnished promptly to the Town Manager. Any such assignment shall be expressly made subject to all defenses, set offs, or counterclaims which would have been available to the Town against the Consultant/Successful Proposer in the absence of such assignment.

SECTION TEN: USE OF INFORMATION

The Town of Bedford reserves the right to disseminate, excerpt from and use the content of the Pedestrian and Bicycle Master Plan as it sees fit in the pursuit of municipal policy-making and Plan implementation. The Town may retain electronic copies of all written and graphic materials produced by the Consultant/Successful Proposer.

SECTION ELEVEN: INSURANCE REQUIREMENTS

General: The Consultant/Successful Proposer shall maintain at its expense for the duration of the contract and any extensions thereof, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Massachusetts that are acceptable to the Awarding Authority, which generally requires that the company/companies be assigned a Best Rating of A or higher with a Best's financial size category of class XIV or higher, in the following types and amounts:

1. Workers Compensation Insurance - as required by the laws of the Commonwealth of Massachusetts.
2. Employer's Liability Insurance - with limits of at least \$1,000,000.00 for each occurrence and at least \$1,000,000.00 in the aggregate.
3. Comprehensive General Liability Insurance - with limits of at least \$1,000,000.00 for each occurrence and at least \$2,000,000.00 in the aggregate. The Town of Bedford shall be named as an additional insured under this policy.
4. Property Damage Liability Insurance - with limits of at least \$1,000,000.00 for each occurrence and at least \$1,000,000.00 in the aggregate.
5. Automobile Bodily Injury and Property Damage Liability Insurance for company owned vehicles - with a combined single limit of \$1,000,000.00.
6. Umbrella Liability – with limits of at least \$5,000,000/ occurrence, \$5,000,000/aggregate. The Town of Bedford shall be named as an additional insured under this policy.
7. Consultant/Successful Proposer shall furnish to the Town (a) Certificate(s) of Insurance showing coverage as set forth above prior to performing any work. All insurance coverage required herein shall be issued by companies licensed and authorized to do business in the Commonwealth of Massachusetts. The Town shall be named a Certificate Holder on all coverages set forth above with the additional requirement that the Town be named as an additional insured. The Town's status as an additional insured and/or certificate holder for each coverage shall be referenced on any and all Certificate(s) if Insurance issued to the Town. The Town shall also be provided with rider(s)/endorsement(s) evidencing additional insured status. The Certificate Holder shall be the Town of Bedford, Bedford Town Hall, 10 Mudge Way, Bedford, MA 01730. Any and all Certificate(s) if Insurance shall be attached to and shall be incorporated by reference within the Contract between the parties.

Certificate of Insurance. The successful proposer agrees that with respect to the above required insurance that:

Insurance Notices and Certificates of Insurance shall be provided to:

Office of the Town Manager
Bedford Town Hall
10 Mudge Way
Bedford, MA 01730

The Owner shall be provided with Certificates of Insurance evidencing the above required insurance prior to the commencement of this Contract and thereafter with the certificated evidence of renewals or changes to said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

The Owner shall be named as additional insured on all liability policies, and the parties acknowledge that any insurance maintained by the Town of Bedford shall apply in excess of, and not contribute to, insurance provided by the successful proposer.

The contractual liability arising out of the Contract shall be acknowledged on the certificate of Insurance by the insurance company. The Owner shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change, and said notification requirements shall be stated on the Certificate of Insurance.

Acceptance or approval of insurance shall in no way modify or change the indemnity or hold harmless clauses in this Contract, which shall continue in full force and effect.

Performance Bond: None Required

SECTION TWELVE: BASIS OF PAYMENT BY THE TOWN

Specific terms and schedule of payment shall be negotiated to the satisfaction of the parties in the contractual agreement between the Town of Bedford and the Consultant/Successful Proposer, prior to the final execution of the contract, and failure to establish such terms may render the contract null and void.

The general basis for payment, unless another method is agreed to by the parties in advance of contractual signing, shall be as follows: timely delivery of complete plan element drafts (chapters) at each of three successive “readings” or draft review stages, as described in the detailed work program. The Planning Director shall be the primary determinant of acceptable submission of deliverables.

Appendix 1
CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalties of perjury, that this Proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

Name of Proposer

Address of Proposer

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 2
CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws (M.G.L.) c. 62C, §49A, I certify under the penalties of perjury that the Proposer named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

Name of Proposer

Address of Proposer

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 3 CONFLICT OF INTEREST CERTIFICATION

The Proposer hereby certifies that:

1. The Proposer has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this Request for Qualifications.
2. No consultant to, or subcontractor for, the Proposer has given, offered, or agreed to give any gift, contribution, or offer of employment to the Proposer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Proposer.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Proposer has been retained or hired to solicit for or in any way assist the Proposer in obtaining the Contract (pursuant to this Request for Qualifications) upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Proposer.
4. The Proposer understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Proposer with respect to the services described in the Request for Qualifications.
5. The Proposer understands that the Proposer, his/her/its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Name of Proposer

Address of Proposer

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 4
CERTIFICATE OF CORPORATE PROPOSER

I, _____, certify that I am the Clerk of the Corporation named as Proposer; that _____, who signed said Proposal on behalf of the Proposer was then _____ of said Corporation and was duly authorized to sign said Proposal; and that I know his/her signature thereto is genuine. (Corporate Seal)

 Name of Proposer

 Address of Proposer

 Telephone Number

By: _____
 (Signature)

 Printed Name

 Printed Title

 Date

This Certificate shall be completed where Proposer is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Proposer on behalf of the Corporation, this certificate shall be completed by another officer of the Corporation.

Appendix 5
CERTIFICATE OF COMPLIANCE WITH M.G.L. c.151B

The Proposer hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein.

Name of Proposer

Address of Proposer

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 6
CERTIFICATE OF COMPLIANCE WITH APPLICABLE EEO/AA/SDO PROVISIONS

The Proposer hereby certifies that it shall comply with all applicable minority workforce percentage ratio and specific affirmative action steps contained in any EEO/AA/SDO provisions of this Contract, including, without limitation any imposed by the Massachusetts Supplier Diversity Office (SDO).

Name of Proposer

Address of Proposer

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 7
CERTIFICATE OF NON-DEBARMENT

The Proposer hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Proposer shall inform the Town within one (1) business day of such debarment, suspension, or prohibition from practice.

Name of Proposer

Address of Proposer

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

**APPENDIX A
SAMPLE CONTRACT**

**AGREEMENT
CONSULTING SERVICES TO DESIGN
A PEDESTRIAN AND BICYCLE MASTER PLAN
TOWN OF BEDFORD, MASSACHUSETTS**

AGREEMENT made this ____ day of _____, 2014, between the Town of Bedford, Massachusetts, Bedford Town Hall, Ten Mudge Way, Bedford, MA 01730, acting by its Selectmen, hereinafter called the "Town" and _____ hereinafter called the "Consultant." The words "he," "him" and "his" in this Agreement, as far as they refer to the Consultant, shall so refer whether the Consultant is an individual, partnership or corporation. All prior contracts for the services outlined in Article 1, below, if any exist between the Town and the Consultant, are hereby terminated and shall be of no force and effect.

WHEREAS, the Town and the Consultant mutually desire to enter into contract for consulting services to design a pedestrian and bicycle master plan for the Town of Bedford.

WITNESSETH, that the Town and Consultant, for mutual consideration, hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK/INCORPORATION OF REQUEST FOR PROPOSALS/PRIORITY OF CONTRACT DOCUMENTS/STANDARD OF CARE/COMPLIANCE WITH LAWS/TERM

The Consultant shall perform the duties outlined in Section 2 "Scope of Work" as outlined in the Request for Proposal dated June 5, 2014. Said document is incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority: Amendments to Contract (if any)

Second Priority: Contract

Third Priority: Addenda to the RFP (if any)

Fourth Priority: RFP

Fifth Priority: Consultant's Proposal.

The Consultant shall exercise due care and diligence in the rendition of all services under this Agreement in accordance with the applicable professional standards in the Eastern Massachusetts area. The Consultant's services shall be performed as expeditiously as is consistent with such standards, with professional skill and care, and with the orderly progress of the work.

The Consultant shall comply with all provisions of Federal, Massachusetts and local law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. No smoking or alcoholic beverage consumption may occur on Town property. The Consultant shall provide services under this Agreement as an independent contractor with the Town and not as an employee of the Town. No employee, agent or representative of the Consultant shall be entitled to receive any benefits of employment with the Town, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation. The term of this Agreement shall commence as of the execution date of this Agreement and shall end one (1) year later. This Agreement may be extended by mutual consent of both parties. Time is of the essence in the performance of services rendered by the Consultant under this Contract. The termination provisions of the RFP shall apply herein.

ARTICLE 2. PAYMENT

The Town shall pay the sum of _____ for these services. This Agreement is a fixed price Agreement and therefore miscellaneous expenditures associated with the Consultant's work on this project shall not be paid by the Town. In the event that an unforeseen miscellaneous expense is incurred, the Consultant shall receive the Town's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the Town. Payment shall be made to the Consultant for work completed in accordance with this Agreement. Payment will be due thirty (30) days after receipt of the Consultant's invoice by the Town for services rendered in accordance with this Agreement. The Town shall not make payments in advance. If the Town objects to all or part of any invoice, the Town shall notify the Consultant in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice. Should it be necessary for the Consultant to engage the services of a specialized Consultant or companies other than those originally proposed in the Consultant's response to the Town's Invitation for Bids, the Consultant shall take such measures only with the Town's prior written approval. Charges for such services shall be billed directly to the Town unless otherwise agreed upon by the parties. Payment of the amounts due under this Agreement shall release the Town of Bedford, Massachusetts and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Agreement or anything done in pursuance thereof. No payment by the Town to the Consultant shall be deemed to be a waiver of any right of the Town under this Agreement or a ratification by the Town of Bedford any breach hereof by the Consultant.

ARTICLE 3 INSURANCE/INDEMNIFICATION/NO PERSONAL LIABILITY The Consultant shall comply with all insurance requirements specified in the Request for Proposals. The Consultant agrees to protect, defend and save harmless the Town of Bedford, together with its boards, commissions, committees, officers, employees, agents, and assigns from and against any demand for payment for the use of any patented material, process, device or article that may enter into the manufacture, construction,

or form any part of the materials or services covered by this contract, and the Consultant agrees further to indemnify and save harmless the Town of Bedford, together with its boards, commissions, committees, officers, employees, agents, and assigns from and against suits or actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the Consultant, his servants, or agents. In case of default by the Consultant, the Town of Bedford may procure the articles or services covered by this contract from other sources and hold the Consultant responsible for any excess occasioned thereby. Neither the Town of Bedford, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Agreement, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Agreement, or the violation of any Federal, Massachusetts or local statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Consultant or its employees, regarding the subject matter of this Agreement.

ARTICLE 4 QUALITY: All materials or services furnished on this contract must be as specified and subject to our inspection and approval within reasonable time after delivery at destination. Materials or services other than those specified in this contract must not be substituted without authority from the purchasing Agent. Material rejected will be returned at the Consultant's risk and expense.

ARTICLE 5 TAXES: The Consultant does certify to the Town of Bedford that the purchase price of materials representing this contract does not include any sales, use or value-added tax whatsoever. Tax exemption certificate will be provided by the Town of Bedford to the Consultant upon request.

ARTICLE 6 NOTICES

Except as otherwise provided in this Agreement, all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section.

If to the Town: Richard T. Reed, Town Manager
Bedford Town Hall
Ten Mudge Way
Bedford, MA 01730

With copies to: Robert S. Mangiaratti, Esq.
Murphy, Hesse, Toomey & Lehane, LLP
300 Crown Colony Drive, Suite 410
Quincy, MA 02169

If to the Consultant:

ARTICLE 7: MISCELLANEOUS PROVISIONS

- a. Any action at law or suit in equity instituted by the Consultant as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of Bedford any default or breach by the Consultant shall constitute a waiver of any subsequent default or breach.
- c. If the Consultant discovers or is informed of any discrepancy or inconsistency in the Agreement Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Consultant shall promptly, before commencing services under this Agreement, report the same to the Town in writing.
- d. The Consultant acknowledges that it has not been influenced to enter into this Agreement, nor has the Consultant relied upon any warranties or representations not set forth in this instrument.
- e. The Consultant shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Consultant has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Consultant shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing services under this Agreement, the Consultant shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Agreement, the Consultant certifies under penalties of perjury that its Proposal was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- i. By entering into this Agreement, the Consultant certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.

j. The Consultant understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Consultant with respect to the services required to be provided under this Agreement. The Consultant and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

k. Prevailing wage rates, as contained in the Proposal documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.

l. The Consultant shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Consultant shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

m. To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this agreement, any statutorily-mandated provisions contained herein shall control.

n. The Consultant shall not assign or subcontract in whole or in part this Agreement or in any way transfer any interest in this Agreement without the prior express written approval of the Town.

o. The Consultant shall not assign any money due or to become due to the Consultant unless the Town of Bedford shall have received prior written notice of such assignment. No such assignment shall relieve the Consultant of its obligations under this Agreement.

p. This Agreement may be amended only by written consent of the parties.

q. This Agreement constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Agreement. When executed, this Agreement supersedes any other agreement of any of the parties in connection with the transaction contemplated.

- r. If any provision, or portion thereof, of this Agreement shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- s. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- t. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- u. This Agreement is executed in triplicate as a sealed instrument.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals of the day and year first stated.

Owner

Consultant

 BY:

BEDFORD SELECTMEN

(CORPORATE SEAL)

Address for giving notices:

Address for giving notices:

10 Mudge Way

Bedford, MA 01730

Approved as to form only, and not as to substance:

Office of the Town Counsel

This is to certify that the Town of Bedford, Massachusetts has an appropriation which is adequate to cover the cost of this Agreement.

Date

Signature of Town Accountant

Note: If Consultant is a corporation or other legal entity, an affidavit and Certificate of Vote giving the Principal the right to sign the Agreement must accompany the executed Agreement.